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RECORDATION REQUESTED BY:

Standard Bank and Trust Company 7800 West 95th Street

Hickory Hills, IL 60457

WHEN RECORDED MAIL TO:

Standard Bank and Trust Company 7800 West 95th Street Hickory Hills, IL 60457

SEND TAX NOTICES TO:

Standard Bank and Trust Company 7800 West 95th Street. Hickory Hills, IL 60457

Doc#: 0732542136 Fee: \$32.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds Date: 11/21/2007 02:32 PM Pg: 1 of 5

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Ann E. Rosso, Commercial Loan Closer STANDARD BANK AND TRUST COMPANY 7800 W. 95th Street Hickory Hills, IL 60457

7325-0071

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated September 27, 2007, is made and executed between Standard Bank and Trust Company, not personally but as Trustee on behalf of Trust No. 13937 dated June 25, 1993, whose address is 7800 West 95th Street, Hickory Hills, IL 60457 (referred to below as "Grantor") and Standard Bank and Trust Company, whose address is 7800 West 35th Street, Hickory Hills, IL 60457 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 20, 2001 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

A Mortgage and Assignment of Rents recorded February 22, 2002 as Document Number 0020210892 and 0020210893 and Modification of Mortgage recorded November 4, 2004 as Document Number 0430908075 in the Office of the Recorder of Cook County, Illinois.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in Cook County, State of Illinois:

See Exhibit "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 75-77 South Wheeling Road, Wheeling, IL 60090. The Real Property tax identification number is 03-10-201-059-0000, 03-10-201-064-0000 and 03-10-201-069-0000.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

The principal balance of the Promissory Note is reduced to \$905,154.71, effective September 27, 2007. Repayment and maturity date are modified as follows: Borrower will pay this Loan in 33 monthly principal payments of \$26,367.61 each along with monthly payments of all accrued unpaid interest due commencing October 10, 2007, and one irregular last payment estimated at \$35,184.10, due July 10, 2010, as more fully set out in a Change in Terms Agreement of the same date herewith incorporated



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MODIFICATION OF MORTGAGE

Loan No: 4020049001

(Continued)

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herein by this reference.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This wave, applies not only to any initial extension or modification, but also to all such subsequent actions.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR ACREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED SEPTEMBER 27, 2007.

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GRANTOR:

STANDARD BANK AND TRUST COMPANY, not personally but as Trustee under that certain trust agreement dated 06-25-1993 and known as Trust

No. 13937.

By:

Authorized Signer for Standard Bank and Trust Company

Patricia Ralphson, AVP

By:

Authorized Signer for Standard Bank and Trust Company

Donna Diviero, ATO

LENDER:

STANDARD BANK AND TRUST COMPANY

Authorized Signer

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UNOFFICIAL COPY MODIFICATION OF MORTGAGE

(Continued) Page 3 Loan No: 4020049001 TRUST ACKNOWLEDGMENT STATE OF <u>Illinois</u>)) SS COUNTY OF ___Cook_ , 2007 before me, the undersigned Notary On this day of _ November Public, personally appeared Patricia Ralphson of Standard AVP Bank and Trust Company, Trustee of Trust No. 13937 and Donna Diviero ATO of Standard Bank and Trust Company, Trustee of Trust No. 13937, and known to me to be authorized trustees or agents of the trust that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Nocification and in fact executed the Modification on behalf of the trust. Residing at 7800 W. 95th St., Hickory Hills, IL. 60457 OUNX CONTS ONNICO "OFFICIAL SEAL" My commission expires $\frac{12-06}{}$ - 10**SUSAN J. ZELEK** Notary Public, State of Illinois My Commission Expires Dec. 06, 2010

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MODIFICATION OF MORTGAGE (Continued)

(Continued) Loan No: 4020049001 Page 4 LENDER ACKNOWLEDGMENT) SS COUNTY OF _____ Cook 2007 before me, the undersigned Notary Public, personally appeared_ Terzick and known to me to be the _, authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrumerato be the free and voluntary act and deed of the said Lender, duly authorized by the Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and that the seal affixed is the corporate seal of said Lender. Brookfield Residing at By_ Notary Public in and for the State of _ "OFFICIAL SEAL" MARY C. DAVIS My commission expires Notary Public, State of Illinois Mv Commission Expires 10-12-09

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Exhibit A

and the state of t

THAT PART OF LOT 2, IN CHMER'S DIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 3 AND OF THE MORTHEAST 1/4 OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD EXINCIPAL MERIDIAN, (ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE SEGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS AS DOCUMENT 514017), LYING W OF A LLOT 656.4 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SECTION 10. TOWNSHIL / 2 MORTH, RANGE 11 BAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF A LINE 604 FEST NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 2. AND LYING MORTHLAS IERLY OF A DIAGONAL LINE DESCRIBED AS FOLLOWS: BEGINNING AT 2. FIRT IN A LINE 1121.60 PRET WEST OF AND PARALLEL WITH THE EAST LINE OF THE WOLTHEAST 1/4 OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 11 HAST OF THE THIRD PRINCIPAL MERIDIAN, AS MEASURED ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID SECTION 10, PAID POINT BEING 519.70 FEST SOUTH OF THE NORTH LINE OF SAID SECTION 10, AS MEASURED ON SAID NORTH AND SOUTH PARALLEL LINE, AND MUNNING THENCE SOUTHEASTERLY A DISTANCE OF 1821.52 FEET TO THE INTERSECTION OF SAID DIAGONAL LINE WITH THE EAST LINE OF SAID NORTHEAST 1/4 AT A POINT WHICH IS 1960.86 FEET BOUTH OF THE MORTHEAST COUNTY OF SAID SECTION 10 (EXCEPTING FROM SAID TRACT OF LAND THOSE PARTS THEREOF DEVICATED FOR PUBLIC STREETS BY PLAT REGISTERED IN THE OFFICE OF THE REGISTRAS. OF TEXTES OF COOK COURTY, ILLINOIS ON AUGUST 20, 1973 AS POCUMENT 2711237).